

NOT BASED ON NEGLIGENCE, SHALL BE GREATER IN AMOUNT THAN THE VALUE OF COMMERCIAL SEED IN A QUANTITY COMPARABLE TO THAT QUANTITY OF SEED SUBJECT TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.

MISCELLANEOUS:

This Agreement constitutes the complete and exclusive statement of the understanding between the parties and supersedes all prior and collateral representations, including the bailment contract between the parties with respect to the OPTIMUM SOYBEANS. Any alteration, modification, or amendment of the Agreement shall not be valid and binding unless in writing and signed by both parties. This Agreement shall bind parties hereto, their heirs, administrators, executors, successors, and assigns. If any term of this Agreement is held unenforceable or in conflict with any law of an applicable jurisdiction, it is the intention of the parties that the validity of the remaining terms not be affected by such holding and the remaining terms be construed and enforced to the fullest extent permissible under law. This Agreement shall be governed by Iowa law, without regard to conflict of law principles. OPTIMUM and GROWER agree that all disputes and differences arising between OPTIMUM and GROWER out of or relating in any way to this Agreement, the construction, meaning and operation, or effect of the Agreement, or breach thereof, shall be settled by arbitration in accordance with the rules and regulations of the National Grain and Food Association pursuant to such Association's grain arbitration rules. OPTIMUM and GROWER agree that judgment may be entered upon any arbitration award in any court of competent jurisdiction. Neither OPTIMUM nor the GROWER may assign this Agreement without prior written consent of the other party. Written notice to OPTIMUM shall be personal delivery or by postage paid letter addressed to Optimum Quality Grains, L.L.C., Attn: Bill Nicholson, 4445 Corporate Drive, Suite 120, West Des Moines, IA 50266

GROWER
By:

OPTIMUM QUALITY GRAINS, LLC
By:

_____ Date: _____ Date: _____
GROWER (signature)

GROWER name: _____

Street or Box: _____

City, State, Zip Code, Phone _____ () _____

LANDOWNER(S) Information (crop share only):

LANDOWNER
_____ ADDRESS/TOWN Landowner % share _____

*OPTIMUM® is a registered trademark of Optimum Quality Grains, L.L.C.